

**ADDENDUM NO. THREE (3)**

**REHABILITATE RUNWAY 6-24**

**ROANOKE-BLACKSBURG AIRPORT  
ROANOKE, VIRGINIA**

**AIP PROJECT NO. 3-51-0049-PENDING  
DELTA PROJECT NO. 24072**

**JUNE 22, 2026**

From: Delta Airport Consultants, Inc.  
2700 Polo Parkway  
Midlothian, VA 23113

To: **All Bidders of Record**



This Addendum is hereby made part of the contract documents and specifications of the above-referenced project. All other requirements of the original specification shall remain in effect in their respective order. **Acknowledge receipt of this addendum by inserting its number and date in the proposal form.**

**PROPOSAL**

1. **REPLACE** the "INVITATION TO BID" with the attached "REVISED INVITATION TO BID" of Addendum No. Three (3).
2. **REPLACE** the "INSTRUCTIONS TO BIDDERS" with the attached "REVISED INSTRUCTIONS TO BIDDERS" of Addendum No. Three (3).

**SPECIFICATIONS**

1. **REVISE** the Volume 1 Project Manual Cover under "SEALED BIDS DUE" to Read "FRIDAY, JUNE 26, 2026".

**ADDENDUM NO. THREE (3)**

**ATTACHMENTS**

1. Questions and Answers
2. Revised Invitation to Bid
3. Revised Instructions to Bidders

**END OF ADDENDUM NO. THREE (3)**

**ATTACHMENT NO. THREE (3)**  
**REHABILITATE RUNWAY 6-24**  
**ROANOKE-BLACKSBURG AIRPORT**  
**ROANOKE, VIRGINIA**

**QUESTIONS AND ANSWERS**

1. QUESTION: Will the Owner consider delaying the bid opening to allow additional time for bidders to finalize pricing?

ANSWER: A revised Invitation to Bid is attached.

**INVITATION FOR BIDS (Revised)**  
**Bid No. 26-007**

The Roanoke Regional Airport Commission will accept sealed bids for furnishing all labor, materials, and equipment and performing all work for:

REHABILITATE RUNWAY 6-24  
AT  
ROANOKE BLACKSBURG REGIONAL AIRPORT

The work involves rehabilitating the pavement of Runway 6-24, including a mill and overlay, thickening structurally deficient sections of the runway, and installation of a new runway centerline lighting system. Bids shall be received until 1:00 PM local time on Friday, June 26, 2026, in the Office of Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, Virginia 24012, or via email at [Procurement@flyroa.com](mailto:Procurement@flyroa.com). Bids will be publicly opened and read aloud at that time in Conference Room A on the Second Floor of the Airport Terminal Building.

Contract Documents will be will be posted on eVA, Virginia Department of General Services' central electronic procurement website, at <https://eva.virginia.gov>, and on the Roanoke Blacksburg Regional Airport Current Bids and Proposals website, at <https://www.flyroa.com/current-bids-and-proposals>. Electronic copies of the Contract Documents can also be obtained by emailing Troy Philpott, Procurement and Contracts Manager, Roanoke Regional Airport, at [Troy.Philpott@flyroa.com](mailto:Troy.Philpott@flyroa.com).

Bidders are invited to submit bids for this work on the bid forms provided in the package; other bid forms will not be accepted. The successful bidder shall be required to have and maintain a Class "A" Virginia Contractor's License and not less than \$10,000,000.00 in general liability, \$1,000,000.00 in motor vehicle insurance, and \$5,000,000.00 umbrella insurance. Contractor, its employees and any subcontractors' employees will be required to submit to federal security threat assessments, may be subject to fingerprint-based criminal records checks, and must be and remain approved by the Commission for access to airport secure areas.

Each bid must be accompanied by a bid security in a form acceptable to the Commission in an amount equal to at least five percent (5%) of the amount of the bid by the Contractor, payable to the Roanoke Regional Airport Commission, as a guaranty that if the bid is accepted, the bidder will execute the Contract and file required Performance and Payment Bonds within the time provided in the Instructions to Bidders.

Minority business enterprises will be afforded full opportunity to submit bids in response to this Invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A Pre-bid Meeting will be held in the Airport Terminal Building, 2<sup>nd</sup> Floor, Commission Conference Room A, at 10:00 AM on Thursday, June 4, 2026. No other escorted reviews of the site will be provided.

The Roanoke Regional Airport Commission reserves the right to waive any informalities, technicalities, or irregularities in a Bid, or to reject any or all bids, or to re-advertise for bids and to award or refrain from awarding the Contract for the project specified, should any such action be deemed to be in the best interest of the Commission.

If the bid by the lowest responsible bidder exceeds funds allocated for the project, the Commission reserves the right to negotiate with the apparent low bidder pursuant to the terms set out in the Instructions to Bidders. The Commission additionally reserves the right to reject any and all bids, and to accept any part of or combination of bids, to waive any informalities or irregularities in any bid, and to award the Contract to other than the lowest bidder, should it be deemed to be in the best interest of the Commission. If a contract is awarded to other than the low bidder, it will be awarded to the lowest responsible and responsive bidder.

The Roanoke Regional Airport Commission in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses and contractors will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses or contractors will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.

All bidders shall endeavor to afford Disadvantaged Business Enterprises (DBEs) a reasonable opportunity to participate in this project. The Commission's goal for DBE participation is 0.0%.\* All bidders wishing to remain in competition for the contract shall submit documentation of their DBE goal accomplishments or good faith efforts in accordance with the bid documents. All bidders hereto acknowledge that DBE policy is determined and administered by the Federal Government, specifically the United States Congress and Executive Branch agencies such as the United States Department of Transportation and the Federal Aviation Administration. Bidders further acknowledge that Federal DBE policy may change during the life of the project, and the awarded contractor shall abide by any such change in policy, as duly enacted or mandated, and shall execute any contractual amendments necessary to place this acknowledgement into effect.

\*The published DBE goal is 0.0%, however, the Commission has an aspirational goal of 8.9% for DBE participation.

## ROANOKE REGIONAL AIRPORT COMMISSION

### INSTRUCTIONS TO BIDDERS (Revised)

#### I. GENERAL

- A. The Contractor covenants and agrees that it and its agents and employees shall comply with and shall be solely responsible for compliance with all applicable municipal, state and federal laws, national and local codes, and Roanoke Regional Airport Commission rules and regulations applicable to the removal, preparation, and installation of materials and other associated products and services to be provided pursuant to the Contract Documents.
- B. As used herein, the terms "Owner," "Commission," "Airport Commission," or "Sponsor," or shall refer to the Roanoke Regional Airport Commission.
- C. As used herein, the terms "Work," or "Project" shall refer to all construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.
- D. As used herein, the terms "Contractor" and "successful bidder" shall refer to the person or entity selected to enter a contract with the Commission for the above referenced Work.
- E. As used herein, the term "Contract" or "Contract Documents" shall mean and include the Invitation to Bid, Instruction to Bidders, Bid Forms, the Performance Bond, Labor and Material Payment Bond, Contract Form, General Conditions, Drawings, Technical Specifications, Supplementary Drawings, any addenda issued to bidders, and any other documents specifically incorporated by reference in the Contract Form.
- F. Attention of all prospective bidders is directed to the fact that the Airport Commission is a governmental body, and in accordance with Virginia law is not subject to state sales tax; however, such exclusion does not extend to Contractor in its purchase of goods and services for the Project.
- G. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.
- H. **LIQUIDATED DAMAGES.** Time is of the essence in the completion of the Work. Bidders are advised that the Contract Documents do contain provisions for liquidated damages, including without limitation, liquidated damages for failure to complete the Work in a timely manner. **By submitting a bid, a bidder acknowledges and agrees that the bidder has been advised of such liquidated damages and has reviewed and agreed to all liquidated**

**damages provision in the Contract Documents, including, without limitation, Contractor's waiver of any defenses as to the validity of such liquidated damages based on such liquidated damages being void as penalties or not being reasonably related to actual damages.**

- I. All proposals or bids and any accompanying or related information submitted to the Commission will become the property of the Commission and will not be returned. Trade secrets or proprietary information submitted by a proposer or bidder may not be subject to the Virginia Freedom of Information Act (Section 2.2-3700 et seq.), provided that the proposer or bidder: (i) properly invokes the protections of the applicable sections of the Virginia Code, as amended, including, without limitation, Virginia Public Procurement Code Section 2.2-4342 for trade secrets or proprietary information prior to or upon submission of the data or other materials to be protected; (ii) clearly identifies the data or other materials in the proposal to be protected; and, (iii) states in writing the reasons why protection is necessary.

By submitting a proposal or bid, the submitting entity consents and agrees that, notwithstanding any express or implied claim of copyright, any and all documents submitted to the Commission are not subject to copyright and, as such, may be copied; however, the release of such documents shall be governed by applicable law, including, without limitation, the Virginia Freedom of Information Act.

- J. Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

## II. **GENERAL BOND REQUIREMENTS**

### A. Bid Bond

Each separate Bid shall be accompanied by a Certified or Cashier's Check or a Bid Bond on the form provided herein in the amount of not less than five percent (5%) of the total amount bid, including all alternates, made payable to the Roanoke Regional Airport Commission. If a Bid Bond is provided in lieu of a Certified or Cashier's Check, it must be signed by the bidder as principal and by a corporate surety authorized to transact business in Virginia, be substantially on the form included with the Bid Forms herein, include an executed surety bond affidavit and be accompanied by a valid power of attorney indicating that the person signing the bond on behalf of the Surety has full legal authority to do so.

B. Performance and Labor and Material Payment Bonds

Good and sufficient Performance and Labor and Material Payment Bonds in substantially the forms contained in these specifications and in the sum of not less than 100 percent of the contract amount, with a surety Company satisfactory to the Owner and licensed to conduct business in the Commonwealth of Virginia, will be required of the Contractor guaranteeing that the contract, including the various guarantee periods hereunder, will be faithfully performed and that labor and material suppliers shall be paid. The fully executed Bonds, along with appropriate Power of Attorney and the executed Contract shall be delivered to Owner, no later than fifteen (15) calendar days from the date of receipt of Owner's Notice of Award. If, at any time after the execution of the agreement, Owner shall deem the surety or sureties upon such bond or bonds to be unsatisfactory, or if, for any reasons, such bond or bonds ceases to be adequate to cover the performance of the work as above specified, Contractor shall, at its expense within five (5) days of receipt of Owner's written notice to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no payment to the Contractor shall be deemed due under the agreement until such new or additional bond or bonds are furnished in a manner and form satisfactory to the Owner.

Only the Performance and Labor and Material Payment Bond Forms in substantially the form as are bound as within these documents are acceptable.

III. PREPARATION AND SUBMISSION OF BIDS

- A. The Bidder must submit its Bid on the Bid Forms contained herein; no other form is acceptable. Any bid received after the time specified in the Invitation to Bid for receipt shall be returned to the bidder unopened.
- B. All blank spaces in the Bid Forms must be correctly and completely filled in, where indicated, in ink or type written, except that all signatures shall be signed in ink by an official of the firm who is authorized to submit the bid.
- C. The Bidder must state the price(s) (typewritten or in ink) both in words and numerals. Where a discrepancy occurs between the prices quoted in words and/or in numbers, the figure quoted in words shall take precedence and govern in the determining final costs or award of the contract.
- D. Erasures or other changes in a Bid shall be made on the bid form and be explained or noted and dated over the signature of the Bidder prior to the bid submittal time and the sealing of the bid envelope. No alterations to the bid figures by notations on the outside of the envelope will be considered.

- E. Bids containing reservations, exceptions, conditions, omissions, unexplained erasures or alterations, items not required in the bid or irregularities of any kind may be rejected by the Owner.
- F. When requested by the Owner, a Power of Attorney or other satisfactory evidence of the authority of the official signing in behalf of the firm shall be furnished for the Owner's records.
- G. The cost of any item whatsoever, not listed in the Bid Form, yet which is mentioned in the Specifications or shown on the Plans, shall be considered to be included in the cost of some other item of bid in the Bid Form or as part of the total bid price.
- H. Information Required
  1. The bidder must supply all information required by the bid **and fully complete each page of the Bid Form in Section C, and shall provide with its Bid the additional information and documents listed in this Section H. and Section I. below.**
  2. Each bidder shall present evidence of its experience, qualifications and financial ability, upon the form enclosed herein, to perform the work and to satisfactorily complete the project. Qualifications information shall include the identification of the proposed on-site superintendent with relevant project experience on similar work at the same level of responsibility (complete Part III of the Section C Bid Form).
  3. No bid will be received and tabulated or considered, nor any contract awarded, unless the bidder has demonstrated in the bid form that it is properly licensed as a Class A Contractor, as required under the Code of Virginia (1950), as amended (complete Part II of the Section C Bid Form).
  4. Each Bidder shall complete and submit with its bid the Worker's Compensation Certificate of Coverage appearing as Part V of the of the Section C Bid Form of these contract documents. No award shall be made to any Bidder who fails to show such evidence of required Worker's Compensation coverage.
  5. Every bidder shall include in its bid the identification number issued to it by the State Corporation Commission confirming that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50. If the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, the bidder or shall include in its bid a statement describing why the bidder is not required to be so authorized. Any bidder that fails to provide the required information shall not receive an

award unless a waiver of this requirement is granted by the Commission's Executive Director. (Complete Part VI of the Section C Bid Form.)

7. Each bidder shall provide the bid bond or security specified in Section A.II.A. above. (Complete Bid Bond Form found in Section C Bid Form of these bid documents)

I. Bid Submission

There are two options for submitting a bid for Rehabilitate Runway 6-24 project.

1. **Electronic Submission:**

Each Bidder shall submit its Bid via email to [procurement@flyroa.com](mailto:procurement@flyroa.com) with the subject line clearly stating:

Bid For: Rehabilitate Runway 6-24  
Bid No. 26-007  
Roanoke Blacksburg Regional Airport  
Roanoke, Virginia  
Class "A" Virginia Contractor No. \_\_\_\_\_

The email must include the Bidder's name and address in the body of the email. The Owner shall not be responsible for bids that are improperly submitted, misidentified, or not received due to email transmission errors.

2. **Physical Submission:**

Each Bidder shall present its Bid in a sealed, opaque 9 x 12 inch envelope. The outside of the envelope shall be plainly marked on the bottom left-hand corner with:

Bid For: Rehabilitate Runway 6-24  
Bid No. 26-007  
Roanoke Blacksburg Regional Airport  
Roanoke, Virginia  
Class "A" Virginia Contractor No. \_\_\_\_\_

with the name and address of the Bidder in the upper left-hand corner. The Owner shall not be responsible for premature opening of bids not properly addressed and identified, as required herein.

All bids shall be delivered to the Roanoke Regional Airport Commission, Administrative Offices, 5202 Aviation Drive, Roanoke, VA 24012, no later than 1:00 PM local time on Friday, June 26, 2026.

When sent by mail, no bid will be considered unless received by the Commission on or before the time and at the place designated in the Invitation to Bid. The Commission will in no way be responsible for delays caused by the U. S. Postal Service or any other deliverer of the bid, or for delay caused by any other occurrence. Any bid received after the time specified in the Invitation to Bid for receipt of bids, shall be returned to the Bidder unopened.

- J. Both options for submittal shall contain the signed original copy of:
- Bid Form Fully completed with all blanks filled in and all requested information provided (see Section A.H. 1-5) and including the signature of an authorized official of Bidder and the Bidder's Class "A" Virginia Contractor's License Number;
  - Bid Bond Bid Bond or Guarantee (see Section A.II.A.), fully completed and signed by Bidder and, if applicable, its Surety.
- K. A pre-bid meeting and site review will be provided by Commission's representatives on Thursday, June 4, 2026, at 10:00 AM in order to assist Bidders in preparing their bid packages. Any interested bidder should arrive at the Commission Office, 5202 Aviation Dr, Roanoke, VA 24012, by the specified time in order to discuss the project and be escorted to view the site. As certain areas of work are in non-public, secure locations, all perspective bidders are strongly encouraged to attend the pre-bid meeting. No additional meetings or site reviews will be provided or allowed.

#### IV. **INTERPRETATIONS**

- A. Each Bidder shall carefully examine the Contract Documents and all addenda or other revisions and thoroughly familiarize itself with the detailed requirements prior to submitting a Bid. Should a Bidder find discrepancies or ambiguities in, or omission from the Contract Documents, or should it be in doubt as to their meaning, it shall at once, and in any event, not later than 5:00 PM on Wednesday, June 17, 2026, notify Troy Philpott, the Owner's Procurement and Contracts Manager in writing of the nature of the problem or question. Said Manager will send or arrange for the sending of written Addenda and/or answers to questions to all Bidders of record who have requested a bid package. Bidders shall not seek nor be entitled to rely upon any oral instructions, statements, or interpretations by Owner or Owner's Consultant. All Addenda sent to Bidders will become a part of the Contract Documents.
- B. Acknowledgment or receipt of all Addenda shall be made by each bidder in the space provided in the Bid Form.

V. **MODIFICATIONS AND/OR WITHDRAWAL OF PROPOSALS**

A. **Prior to Bid Opening:**

A Bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid, provided that Bidder's request for withdrawal is received by the Owner in writing or by telegram or fax before the time specified for opening bids. Revised bids must be received at the place specified in the Invitation to Bid before the time specified for opening all bids.

B. **Withdrawal After Bid Opening:**

1. A Bidder may withdraw its bid from consideration if the price bid is substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The Bidder shall give notice in writing of its claim of right to withdraw its bid within two (2) business days after the conclusion of the bid opening procedure, and shall submit original work papers, documents and materials used in preparation of such bid with the written notice. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information. The mistake shall be proved only from the original work papers, documents and materials delivered as required herein.
2. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same Bidder or of another bidder in which the ownership of the withdrawing bidder is more than five (5) percent.
3. If a bid is withdrawn under the authority of this section, the lowest remaining responsive and responsible bid shall be deemed to be the low bid.
4. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
5. The Executive Director shall notify the bidder in writing within five business

days of the decision regarding the bidder's request to withdraw its bid. If the Commission's Executive Director denies the withdrawal of a bid under the provisions of this Section, the Executive Director shall notify the Bidder and Commission in writing shall state in such notice the reasons for the decision and shall recommend award of the Contract by Commission to such Bidder at the bid price, provided such Bidder is a responsible and responsive bidder. At the same time that the notice is provided, the Commission shall return all work papers and copies thereof that have been submitted by the bidder.

VI. **REJECTION OF BIDS**

- A. Bids containing any omission, alterations of form, additions, exceptions or conditions not called for, conditional or alternate bids unless called for, or incomplete bids may be considered nonresponsive, irregular, or informal and may be rejected.
- B. If the bid from the lowest responsible and responsive bidder exceeds funds budgeted and tentatively allocated for this specific project, the Executive Director may negotiate with the apparent low bidder to obtain a contract price within available funds. The Executive Director shall determine that the lowest responsible and responsive bid exceeds funds available for this project and notify such bidder in writing of the Commission's desire to negotiate. Thereafter, negotiations with the apparent low bidder may be held to obtain a contract within available funds involving discussions of reduction of quantities, or other cost saving mechanisms. Any such negotiated contract shall be subject to the Commission's final approval.
- C. The Commission reserves the right to award the Contract to a Bidder other than the apparent low Bidder if such bidder is not the lowest responsible and responsive bidder. Should a contract be awarded to a Bidder other than the apparent low Bidder, it will be awarded to the lowest responsive and responsible Bidder meeting all requirements of these Contract Documents.
- D. The Commission reserves the right to accept or reject alternates in any order or combination, to waive any informalities or irregularities in any bid, to accept any part of or combination of bids, to reject any or all bids, and to re-advertise and rebid, should any said action be deemed to be in the best interest of the Commission.

VII. **AWARD AND EXECUTION OF CONTRACT**

A. **Consideration of Bids and Award of Contract**

The Commission reserves the absolute right to consider all bids and to determine, after such consideration, whether to award a contract for the

Project. If a contract is awarded, the award will be to the lowest responsive and responsible bidder selected by the Commission; as such award may be evaluated to be in the best interest of the Commission. No award will be made until the Commission has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the bidders and their products to perform in accordance with the contract documents to the satisfaction of the Commission within the time prescribed. The Commission reserves the right to reject the bid of any bidder who does not pass such investigation to the Commission's satisfaction. If the Contract is awarded, the Commission will give the successful bidder written notice of the award within sixty (60) calendar days after the opening of the bids. Until the final execution and delivery of the Contract back to the successful bidder, the Commission reserves the right to reject any or all bids, to waive informalities, technicalities or non-material defects or to advertise for new bids, or to proceed to do the work otherwise should any such action be deemed to be in the best interests of the Commission.

B. Acceptance of Bid

As soon as the bids have been reviewed and compared, which shall occur within thirty (30) consecutive calendar days after the Bid Opening date, the Roanoke Regional Airport Commission may give written notice of its intent to award a contract. Actual award of contract, if it is to be awarded, is contingent upon receipt of grant funding for the project and shall be made within one hundred and eighty (180) consecutive calendar days after Bid Opening Date. The successful bidder shall be required, within fifteen (15) consecutive calendar days after the receipt of the "Notice of Bid Acceptance" to execute the Contract and return the Contract to the Commission.

C. Execution of Contract

The successful Bidder shall sign (execute) the Contract and return such signed Contract to the Owner, along with required insurance certificates and completed bond forms within fifteen (15) calendar days from the date of receipt of the Notice of Award by Owner. If the successful Bidder shall fail to execute the Contract within such fifteen (15) day period, the Commission may require forfeiture of the Bid Security, pursue any other remedies available at law or in equity, rescind the contract award and/or the Commission may then proceed to accept the Bid of the next lowest responsive and responsible Bidder. If the Contract is mailed, special handling is recommended.

D. Approval of Contract

Upon receipt from the successful bidder of required insurance documents, the executed Contract, the Performance and Payment Bonds, the construction schedule and any other required documents, the Owner may

complete the execution of the Contract in accordance with applicable laws, and return a copy of the fully executed Contract to the Contractor. No contract is binding upon the Owner until it has been executed by the Owner and delivered to the Contractor. Work shall commence only upon Contractor's receipt of a written notice to proceed from Owner.

E. Failure to Execute Contract

Failure of the successful bidder to execute the Contract and furnish the required insurance documents and bonds within the 15 calendar days period after receiving Notice of Award shall be just cause for cancellation of the award. An award may then be made to the next lowest responsive and responsible bidder, or the work re-advertised, or handled as the Owner may determine in its sole and exclusive discretion.

F. Failure to Accept Bids

Should no "Notice of Bid Acceptance" be issued by Owner within one hundred and eighty (180) consecutive calendar days after the opening of bids, each Bidder may have its bid security returned from Owner.